

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

IRONNET, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-11710 (BLS)
)
) (Jointly Administered)
)
) Ref. Docket No. __

**ORDER AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS, EFFECTIVE AS OF THE REJECTION DATE**

Upon the motion (the “**Motion**”)² of the Debtors for the entry of an order, pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, authorizing the Debtors to reject, effective as of the Rejection Date, the Rejected Contracts, as more fully set forth in the Motion; and this Court having reviewed the Motion; and upon the record of these chapter 11 cases; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required except as otherwise provided herein; and it appearing that this Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and this Court having reviewed the Motion and having heard the statements in support of the relief requested in the Motion at a hearing before this Court, if any; and it appearing that the relief requested in the

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: IronNet, Inc. (9446), IronNet Cybersecurity, Inc. (2655), IronNet International, LLC (7621), IronCAD LLC (1162), and HighDegree, LLC (8474). The Debtors’ mailing address is: IronNet Cybersecurity, Inc., P.O. Box 7395, Halethorpe, MD 21227.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. Nothing herein shall impair, prejudice, waive, or otherwise affect the rights of the Debtors to: (a) assert that the Rejected Contracts (i) were terminated prior to the Rejection Date, or (ii) are not executory contracts under section 365 of the Bankruptcy Code; (b) assert that any claim for damages arising from the rejection of the Rejected Contracts is limited to the remedies available under any applicable termination provisions of the Rejected Contracts; (c) assert that any such claim is an obligation of a third party, and not that of the Debtors or their estates; or (d) otherwise contest any claims that may be asserted in connection with the Rejected Contracts. All rights, claims, defenses, and causes of action that the Debtors and their estates may have against the counterparties to the Rejected Contracts, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts, are reserved, and nothing herein is intended or shall be deemed to impair, prejudice, waive, or otherwise affect such rights, claims, defenses, and causes of action.
4. Claims arising out of the rejection of the Rejected Contracts must be filed by the later of (a) the deadline for filing proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court, and (b) 5:00 p.m. (prevailing Eastern Time) on the date that is twenty-one (21) days following service of this Order.

5. The requirements of Bankruptcy Rule 6006 are satisfied.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted herein.

7. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

SCHEDULE 1

Rejected Contracts

Debtor(s)	Counterparty	Counterparty Address	Rejected Agreement
IronNet Cybersecurity, Inc.	Adobe, Inc.	345 Park Avenue San Jose, CA 95110 29322 Network Place Chicago, IL 60673	Captivate Agreement, effective 1/12/23; Adobe Contract Number 00906999; Reference Agreement Number 00896814
IronNet Cybersecurity, Inc.	Adobe, Inc.	345 Park Avenue San Jose, CA 95110 29322 Network Place Chicago, IL 60673	Marketo Agreement, effective 2/24/22; Order Number Q-312356
IronNet Cybersecurity, Inc.	LearnUpon	718 Arch St, Ste 400S Philadelphia, PA 19106 First Floor Ocean House Arran Quay Dublin 7, D07 DHT3 Ireland	Subscription Order Form, effective 1/7/23
IronNet Cybersecurity, Inc.	Pluralsight f/k/a Serverless Heroes, Inc., d/b/a A Cloud Guru	42 Future Way Draper, UT 84020 800 Brazos, Suite 340 Austin, TX 78701	Subscription Order Form, effective 9/28/21
IronNet Cybersecurity, Inc.	Lumos Networks, Inc., Lumos Networks of West Virginia, Inc., South Carolina Telecommunications Group Holdings, LLC, all d/b/a SEGRA	1 Lumos Plaza Waynesboro, VA 22980 Attn: Michael D. Baldwin 1500 Hampton Street Columbia, SC 29201	Master Services Agreement, Account #400300542, effective 4/15/21